
COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

TITLE PAGE

Kentucky Price List No. 1

OF

GTC Telecom Corp.

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by GTC Telecom Corp. with principal offices 3151 Airway Avenue, Suite P-3, Costa Mesa, CA 92626. This Price List applies to services provided within the State of Kentucky. This Price List is on file with the Kentucky Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 18, 2005
By:

Gerald A. DeCiccio, CFO
3151 Airway Avenue, Suite P-3
Costa Mesa, California 92626

**PUBLIC SERVICE COMMISSION
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**PURSUANT TO 807 KAR 5:011
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SECTION 9 (1)**

By 
Executive Director

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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Check Sheet	2.1	1 st Revised *	2	20	Original
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2 – Rules & Regulations					
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SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C** To signify a changed regulation.
- D** Delete Or Discontinue
- I** Change Resulting In An Increase to A Customer's Bill
- M** Moved From or To Another Price List Location
- N** New
- R** Change Resulting In A Reduction To A Customer's Bill
- T** Change in Text Or Regulation But No Change In Rate Or Charge

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PRICE LIST FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their Price List approval process, the most current page number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the KPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the pages contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check page to find out if a particular page is the most current on file with the KPSC.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to four (4) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Kentucky Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - GTC Telecom Corp., the issuer of this price list.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT=D.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company=s services.

GTC - GTC Telecom Corp., issuer of this price list.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price List by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price List, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Price List or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this price list. The rates specified in this price list are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use

Recurring Charges - Monthly charges to the Customer, for services and equipment, which continue for the agreed upon duration of the service.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Station - The network control signaling unit and any other equipment provided at the Customer=s premises which enables the Customer to establish communications connections and to effect communications through such connections.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company**

2.1.1 Service is furnished for telecommunications originating and terminating within the State of Kentucky under the terms and conditions of this price list.

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Kentucky, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Use of Services

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D. The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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SECTION 2 – REGULATIONS, CONT'D**2.1 Undertaking of the Company, Cont'd****2.1.3 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.4 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

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SECTION 2 – REGULATIONS, CONT'D**2.1 Undertaking of the Company, Cont'd.****2.1.4 Terms and Conditions, Cont'd.**

- E.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- F.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All special contracts will be in writing and filed with the Commission.

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SECTION 2 – REGULATIONS, CONT'D**2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7 and direct damages of up to the equivalent of one month's service.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: A. the Customer, B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or C. common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency.

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SECTION 2 – REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd.

2.1.5 Limitations on Liability, Cont'd.

D. (cont'd)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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SECTION 2 – REGULATIONS, CONT'D**2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations on Liability, Cont'd.****D. (cont'd)**

9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company=s services or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.6 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 – REGULATIONS, CONT'D**2.1 Undertaking of the Company, Cont'd.****2.1.7 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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SECTION 2 – REGULATIONS, CONT'D**2.1 Undertaking of the Company, Cont'd.****2.1.8 Nonroutine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. All special construction will be in writing and filed with the Commission. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction

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SECTION 2 – REGULATIONS, CONT'D**2.1 Undertaking of the Company, Cont'd.****2.1.10 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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SECTION 2 – REGULATIONS, CONT'D**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order; complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1C.. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2 – REGULATIONS, CONT'D**2.3 Obligations of the Customer Cont'd****2.3.1 General Cont'd**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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SECTION 2 – REGULATIONS, CONT'D

2.3 Obligations of the Customer Cont'd

2.3.2 Liability of the Customer Cont'd

- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 – REGULATIONS, CONT'D**2.4 Customer Equipment and Channels****2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 – REGULATIONS, CONT'D**2.4 Customer Equipment and Channels Cont'd****2.4.3 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.5 Customer Deposits and Advance Payments**2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 – REGULATIONS, CONT'D**2.5 Customer Deposits and Advance Payments Cont'd****2.5.2 Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Kentucky Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two regular billing periods. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Interest of deposits will automatically be credited annually in accordance with 807 KAR 5:006, Section 7(6).
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for 12 consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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SECTION 2 – REGULATIONS, CONT'D**2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

- A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Kentucky gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.
- B. Certain telecommunications services, as defined in the Kentucky Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a subscriber's telephone number or account in Kentucky.

C. **Kentucky Universal Service Fund (KUSF)**

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning July 1, 2004, the charge per line will be applied at the rate of \$0.08 per month.

D. **Kentucky Telecommunications Relay Service / Telecommunications Devices for the Deaf Distribution Surcharge**

In order to support funding of Kentucky TRS/TDD Surcharge for the deaf, the Company will collect a monthly support charge from its Customers for each local line provided by the Company. The charge per line will be \$0.10 per month.

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SECTION 2 – REGULATIONS, CONT'D**2.6 Payment Arrangements, Cont'd.****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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SECTION 2 – REGULATIONS, CONT'D**2.6 Payment Arrangements, Cont'd.****2.6.2 Billing and Collection of Charges, Cont'd**

- F.** The Customer should notify the Company of any disputed items on an invoice within forty-five (45) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The address and phone number of the Commission are as follows:

Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615
1-800-772-4636

- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3 of this tariff.
- H.** The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINS.
- I.** The Company's bill format will comply with 807 KAR 5:006 Section 6(3) and include the name of the Company and a toll free telephone number for Customer inquiries.

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SECTION 2 – REGULATIONS, CONT'D**2.6 Payment Arrangements, Cont'd.****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Upon the Company's discontinuance of service to the Customer under Section 2.6.3A. or 2.6.3B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Within five (5) days written notice to the Customer, upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification.
- B. Within ten (10) days written notice to the Customer, upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2 – REGULATIONS, CONT'D

2.6 Payment Arrangements, Cont'd.

2.6.3 Discontinuance of Service for Cause, Cont'd

- F. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G. Without notice in the event of tampering with the equipment or services furnished by the Company.
- H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll-free service, with thirty (30) days written notice.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of their desire to terminate service.

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SECTION 2 – REGULATIONS, CONT'D**2.6 Payment Arrangements, Cont'd.****2.6.5 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5A. through 2.6.5C. will be calculated and applied on a case-by-case basis

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 – REGULATIONS, CONT'D**2.6 Payment Arrangements, Cont'd.****2.6.7 Bad Check Charge**

A service charge equal to \$25.00 will be assessed in accordance with Kentucky law for all checks or other payment type submitted by the Customer to the Company returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service**2.7.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 – REGULATIONS, CONT'D**2.7 Allowances for Interruptions in Service, Cont'd.****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 – REGULATIONS, CONT'D**2.7 Allowances for Interruptions in Service, Cont'd.****2.7.4 Application of Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D. **Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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SECTION 2 – REGULATIONS, CONT'D**2.7 Allowances for Interruptions in Service, Cont'd.****2.7.4 Application of Credits for Interruptions in Service, Cont'd****E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- A.** interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- B.** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C.** interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D.** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E.** interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F.** interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G.** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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SECTION 2 – REGULATIONS, CONT'D**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2 – REGULATIONS, CONT'D**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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SECTION 2 – REGULATIONS, CONT'D**2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE KENTUCKY PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Kentucky Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 – REGULATIONS, CONT'D**2.12 Notices and Communications**

2.12.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Customer Responsibility**A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 – REGULATIONS, CONT'D

2.14.□ Toll Free Services

- 2.14.1** The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for us by another Customer

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SECTION 3 – SERVICE AREAS**3.1 Exchange and UNE Zone Listings**

Exchange	UNE Zone
Allen	3
Aurora	3
Bagdad	3
Bardstown	2
Beattyville	3
Beaver Dam	3
Bedford	3
Benham-Lynch	3
Benton	3
Bessie Bend	2
Bloomfield	3
Bluff Springs	3
Bowling Green	2
Bremen	3
Burgin	3
Cadiz	3
Calhoun	3
Campbellsburg	3
Canton	3
Carlisle	3
Carrollton	3
Cayce	3
Centertown	3
Central City	2
Chaplin	3
Clay	3
Clinton	3
Cloverport	3
Corbin	2
Cornishville	3
Corydon	3
Crab Orchard	3
Crofton	3
Cropper	3
Cynthiana	3
Dade Park	1
Danville	3
Dawson Springs	3
Dixon	3

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SECTION 3 – SERVICE AREAS, (COND'T)**3.1 Exchange and UNE Zone Listings, (Cont'd.)**

Exchange	UNE Zone
Drakesboro	3
Earlington	2
Eddyville	3
Elkhorn City	3
Elkton	3
Eminence	3
Ensor	3
Fedscreek	3
Finchville	3
Ford	3
Fordsville	3
Frankfort	2
Franklin	3
Fredonia	3
Freeburn	3
Fulton	3
Georgetown	2
Ghent	3
Gilbertsville	3
Gracey	3
Greenville	3
Guthrie	3
Habit	3
Hanson	3
Hardinsburg	3
Harlan	3
Harlan	3
Harrodsburg	3
Hartford	3
Hawesville	3
Hebbardsville	3
Henderson	2
Hickman	3
Hopkinsville	2
Inez	3
Island	3
Jackson	3

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SECTION 3 – SERVICE AREAS, (CONT'D)**3.1 Exchange and UNE Zone Listings, (Cont'd.)**

Exchange	UNE Zone
Jellico	3
Jordan	2
Junction City	3
Kirksville	3
LaFayette	3
LaGrange	3
Lawrenceburg	3
Lebanon Junction	3
Little Rock	3
Livermore	3
Louisa	2
Louisville	1
Louisville	2
Maceo	3
Mackville	3
Madisonville	2
Marion	3
Martin	3
Mayfield	2
Maysville	1
McCarr	3
McDaniels	3
McDowell	3
Middlesboro	2
Millersburg	3
Milton	3
Mooresville	3
Morganfield	3
Morgantown	3
Mortons Gap	3
Mount Eden	3
Mount Sterling	3
Murray	2
Nebo	3
Neon	3

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SECTION 3 – SERVICE AREAS, (CONT'D)

3.1 Exchange and UNE Zone Listings, (Cont'd.)

Exchange	UNE Zone
New Haven	3
New Liberty	3
North Middletown	3
Nortonville	3
Oak Grove	2
Owensboro	1
Owenton	3
Paducah	1
Paintsville	2
Panther	3
Paris	3
Pembroke	3
Perryville	3
Pikeville	2
Pineville	3
Pleasant Ridge	3
Port Royal	3
Prestonburg	3
Princeton	3
Providence	3
Richmond	2
Robards	3
Rose Terrace	2
Russellville	3
Sacramento	3
Sadieville	3
Saint Charles	3
Salvisa	3
Sebree	3
Sharon Grove	3
Shelbyville	2
Simpsonville	3
Slaughters	3
Sorgho	3
South Williamson	3
Springfield	3
Stamping Ground	3
Stanford	3
Stanley	3
Stanton	3

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SECTION 3 – SERVICE AREAS, (CONT'D)**3.1 Exchange and UNE Zone Listings, (Cont'd.)**

Exchange	UNE Zone
Stone	3
Sturgis	3
Sulphur	3
Symsonia	2
Taylorsville	3
Trenton	3
Utica	3
Virgie	3
Waco	3
Waddy	3
Wallins Creek	3
Warfield	3
Water Valley	3
Wayland	3
West Louisville	3
West Point	3
Whitesburg	3
Whitesville	3
Williamsburg	3
Willisburg	3
Winchester	3
Woodbury	3

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SECTION 4 – BASIC SERVICES AND RATES**4.1 General**

Service is furnished for telecommunications originating and terminating within the State of Kentucky under the terms and conditions of this price list. Service is offered through the use of leased facilities and on a resale basis. Service is available for use twenty-four hours per day, seven days per week.

Customers are billed based on their use of GTC Telecom's network and services. Charges may vary by service offering, class of service, class of call, and/or call duration.

4.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

4.3 Calculation of Distance

Company does not offer distance-sensitive rate plans.

4.4 Rate Periods for Time of Day Sensitive Services

Company does not offer time-of-day sensitive rate plans.

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.**4.5 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.5.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.5.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.5.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 4.5.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.5.5 All times refer to local time.

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.

4.6 Residential Bundled Services

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.

4.6 Residential Bundled Services, Cont'd

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.

4.6 Residential Bundled Services, (Cont'd.)

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.

4.6 Residential Bundled Services, (Cont'd.)

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.

4.7 Residential Basic Flat Rate Local Exchange Service*** (C)

Residential Basic Flat Rate Local Exchange Service provides a voice grade local exchange line for a flat monthly rate to residential Customers.

Feature Packs are available for an additional monthly recurring charge. Customers may choose between Feature Pack #1 and Feature Pack #2. Feature Pack #1 includes two (2) Standard List features and one (1) Premium List feature (See Calling Features Section 5.6). Feature Pack #2 includes ten (10) Standard List features and two (2) Premium List feature (See Calling Features Section 5.6). Additional calling features may be purchased at the tariffed monthly rate only after customer subscribes to a Feature Pack.

Monthly Recurring Charge - BellSouth Territory

Primary local exchange access line:	
UNE Zone 1	\$11.99
UNE Zone 2	\$14.99
Secondary local exchange access line:	
UNE Zone 1	\$11.99
UNE Zone 2	\$14.99
Service Set-up Charge: *	
Primary Line	\$4.99
Secondary Line	\$4.99
Service Connection Charge: **	
Primary Line	\$74.99
Secondary Line	\$74.99
Calling Features - Feature Pack #1	
2 Standard and 1 Premium Feature	\$6.99
Calling Features - Feature Pack #2	
10 Standard and 2 Premium Features	\$8.99

*All new customers will be charged a one-time Service Set-up fee.

**Service Connection Charge is waived for Customers who retain their existing telephone number when switching service to GTC Telecom and who meet the Company's enrollment criteria.

***Effective November 2, 2005, this service is grandfathered and available only to existing customers, at existing locations, for existing lines.

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.**4.7.1 Curbside Local Exchange Service with Feature Pack**

(N)

Curbside Local Exchange Service with Feature Pack provides a voice grade local exchange line for a flat monthly rate to residential Customers.

A Feature Pack of calling features is included with the Monthly Recurring Charge for this service. (See Calling Features Section 5.6). Additional calling features may be purchased at the tariffed monthly rate.

Monthly Recurring Charge - BellSouth Territory

Primary local exchange access line:	
UNE Zone 1	\$21.99
UNE Zone 2	\$24.99
Secondary local exchange access line:	
UNE Zone 1	\$21.99
UNE Zone 2	\$24.99
Service Set-up Charge: *	
Primary Line	\$4.99
Secondary Line	\$4.99
Service Connection Charge: **	
Primary Line	\$74.99
Secondary Line	\$74.99
Calling Features Pack	
5 Standard Features	

*All new customers will be charged a one-time Service Set-up fee.

**Service Connection Charge is waived for Customers who retain their existing telephone number when switching service to GTC Telecom and who meet the Company's enrollment criteria.

(N)

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SECTION 4 – BASIC SERVICES AND RATES, CONT'D.**4.8 GTC Referral Program**

Any existing GTC Customer who refers a potential customer to the GTC local exchange service will receive a one-time credit should the referred customer subscribe to and remain a GTC customer for at least 30 days. The referred customer must provide the name of the existing GTC customer who made the referral upon ordering the new GTC service. The credit is applied only once to the Customer's next scheduled bill. The credit does not apply separately for interstate or intrastate service and cannot be redeemed for cash.

Referral Credit:

\$5.00

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES**5.1 Service Order and Change Charges****5.1.1 General**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Technician Dispatch Charge - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company that cannot be handled remotely. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

Feature or Feature Pack Change Charge - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

Transfer of Service/Move Charge - applies when a Customer requests a move or change in physical location of each line. This charge applies whether a Customer changes a telephone number or not. In addition, if the Customer requests a telephone number change, a separate charge may apply.

Telephone Number Change Charge - applies to each Customer-initiated change in telephone number.

Record Order Change Charge - applies when billing or contact information is changed on a Customer account.

Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.1 Service Order and Change Charges, (Cont'd.)****5.1.2 Rates****BellSouth Territory**

Technician Dispatch Charge, per hour:	\$79.99
Feature or Feature Pack Change Order, per order:	\$9.99
Transfer of Service/Move Charge, per line	\$49.99
Telephone Number Change Charge, per request:	\$9.99
Record Order Change Charge:	\$9.99
Listing Change Charge:	\$9.99
Duplicate Invoice Charge	\$4.99
Call Detail Report charge	\$4.99

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.2 Restoration of Service**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this price list.

BellSouth Territory

Restoration after temporary denial, but prior
to completion of order to discontinue service: \$35.00

5.3 Suspension of Service

Upon the request of the Customer and where equipment and facilities arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. The monthly rate for service during the period of the temporary suspension is 50% of the service Monthly Recurring Charge.

BellSouth Territory

	<u>Residence</u>	<u>Business</u>
<u>Nonrecurring Charge</u>		
All Service Levels:	\$35.00	Not available

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.4 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC=s pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.50

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.5 Carrier Presubscription****5.5.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

5.5.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.5 Carrier Presubscription, Cont'd.****5.5.2 Presubscription Options, Cont'd.**

- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

5.5.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.4.5 below:

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.5 Carrier Presubscription, Cont'd.****5.5.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.5 Carrier Presubscription, Cont'd.****5.5.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 5.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges**BellSouth Territory**

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port \$5.00

Additional Line, Trunk or Port \$5.00

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SECTION 5 -- SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.6 Custom Calling Features**

The features in this section are made available to residential and business Customers. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.6.1 Standard Features - Feature Descriptions

Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

Repeat Dialing – Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding - Automatically routes incoming calls to a predetermined telephone number .

Busy Call Forwarding – Automatically routes incoming calls to predetermined telephone number when telephone line is busy.

Call Block – Automatically rejects calls from a specified list of numbers or from the incoming number.

Call Return (*69) – Allows the Customer to return a call to the last incoming call whether answered or not.

Speed Dial 8 – Enables customer to quickly dial up to eight (8) important telephone numbers.

Speed Dial 30 - Enables customer to quickly dial up to thirty (30) important telephone numbers.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.6 Custom Calling Features, Cont'd.****5.6.2 Premium Features - Feature Descriptions**

Caller ID – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment. Where available the Company will provide for a display of the calling party name and telephone number.

Call Waiting with Caller ID - Provides calling party number, and name where technically feasible, to Call Waiting calls. customer must have Caller ID in order for this feature to work, plus Caller ID compatible Customer premises equipment.

Preferred Caller – Enables customer to select up to six (6) phone numbers as Preferred Callers. Calls from Preferred callers will have a different ring tone than regular callers.

5.6.3 Deluxe Features - Feature Descriptions

Privacy Manager - Intercepts "unavailable" numbers, "unknown" callers and "private" callers and requires callers to identify themselves before the called party telephone rings. Customers may accept, reject or ignore the calling party. Callers are disconnected automatically when the information requested is not provided.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.6 Custom Calling Features, Cont'd.****5.6.4 Rates****A. Features Offered on Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

BellSouth Territory

Standard Calling Features	Monthly Recurring Charge
Call Waiting	\$1.99
Three Way Calling	\$1.99
Repeat Dialing	\$1.99
Call Forwarding	\$1.99
Busy Call Forwarding	\$1.99
Call Block	\$1.99
Call Return	\$1.99
Anonymous Call Rejection	\$1.99
Speed Dial 8	\$1.99
Speed Dial 30	\$1.99
Premium Calling Features	
Caller ID	\$2.99
Call Waiting with Caller ID	\$2.99
Preferred Caller	\$2.99
Deluxe Calling Features	
Privacy Manager	\$6.00

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.6 Custom Calling Features, Cont'd.****5.6.2 Rates and Charges, Cont'd.****B. Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

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Custom Calling Feature	Per Use
3-Way Calling	\$0.75
Repeat Dialing	\$0.75
Call Return (*69)	\$0.75
Call Trace	\$5.00
Calling Number Delivery Blocking	\$0.00

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.7 Directory Assistance****5.7.1 Local Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

There are no call allowances for Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

Rates**BellSouth Territory**

Per Call Direct Dialed	\$0.80
Per Call with Operator Assistance	\$1.75

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.7 Directory Assistance, Cont'd.****5.7.2 Directory Assistance Call Completion**

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number. Call Completion is only available where facilities permit.

There are no allowances for Directory Assistance Call Completion.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in Section 5.8 of this price list, apply as appropriate.

Rates**BellSouth Territory**

Per Call: \$0.60

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.7 Directory Assistance, Cont'd.****5.7.3 National Directory Assistance Service**

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two(2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in Section 5.8 of this price list, apply as appropriate.

Rates**BellSouth Territory**

Per Call: \$0.95

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.8 Local Operator Service**

Company operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 5 -- SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.8 Local Operator Service, Cont'd.****Rates****BellSouth Territory**Local and IntraLATA Usage Rates

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer. See Section 3 of this price list.

Local and intraLATA Per Call Service Charges

Customer Dialed Calling Card	\$0.80
Operator Dialed Calling Card	\$1.75
Collect	\$1.75
Third Party Billed	\$1.75
Person-to-Person	\$3.25
Operator Dialed Surcharge	\$0.60

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.9 Busy Line Verification and Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- a. The operator verifies that the line is busy with a call in progress, or
- b. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Rates**BellSouth Territory**

Busy Verification Charge, each request: \$2.25

Emergency Interrupt Charge, each request: \$3.00

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.10 Directory Listing Service****5.10.1 General Terms and Conditions**

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- B. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.10 Directory Listing Service, Cont'd.****5.10.1 General Terms and Conditions, Cont'd.**

- D.** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- E.** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- F.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I.** Listing services are available with all classes of main telephone exchange service.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.

5.10 Directory Listing Service, Cont'd.

5.10.2 Listings

A. Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

B. Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

C. Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

D. Additional Listing

Additional listings are confined to the names of those who are entitled to use the customer's service.

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.10 Directory Listing Service, Cont'd.****5.10.3 Rates****BellSouth Territory**Monthly Recurring Charges

	<u>Residence</u>	<u>Business</u>
Additional Listing, per listing:	\$1.99	N/A
Non-published Service, per account:	\$1.99	N/A
Non-directory Listed Service, per line	\$1.99	N/A

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SECTION 5 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.**5.11 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

5.12 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

5.13 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. GTC TELECOM will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

5.14 Emergency Services (911)

The Company will make access to 911 emergency service available at a level equivalent to the service provided by the incumbent local exchange company. 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential Customer's local service.

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SECTION 6 – PROMOTIONS

Reserved for Future Use.

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Amount Enclosed _____

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EFFECTIVE
04/17/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By

A handwritten signature in black ink, appearing to be "J. [unclear]".

Executive Director

1/12/05 1518

Usage From: 12/08/04 to 01/07/05
Invoice Date: January 10, 2005

	Length	Calls	Amount
Switched Outbound Interstate Usage	6.0	4	0.17
Total Usage	6.0	4	\$0.17

Previous Balance	\$52.65	
Balance Forward		\$52.65
Finance Charge	0.78	
POT - 1 lines @ \$6.00	6.00	
\$1.95 Monthly Charge	1.95	
FL Basic Local Service Only- Zone 2 01/02/05 To 02/07/05	14.00	
(800)758-5995 FREE Call Waiting 01/02/05 To 02/07/05	0.00	
Regulatory Cost Recovery Fee for (800)758-5995	0.99	
Total Usage	0.17	
City Communications Services Tax	1.38	
County 911 Tax	0.50	
State Statutory Gross Receipts	0.58	
State Telecommunications Relay Service	0.15	
Federal Excise Tax	0.77	
Federal USF Combined High Cost and School	0.98	
Current Monthly Charges		\$28.26
Balance Due		\$80.91

If you have any questions about your bill or service,
please call (800) 831-1481. Thank you.

PUBLIC SERVICE COMMISSION
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SECTION 9 (1)

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1

January 10, 2005

Account #

Page 2

Switched Outbound Call Detail by Origination Number					
Date	Time	City	St	Number	Length Amount

Calls From: (305)

Interstate

12/06/04	6:01 pm	SANANTONIO TX	(210)	7	3.0 0.087
12/10/04	10:28 pm	MARTINEZ TX	(210)	8	1.0 0.029
12/02/04	10:15 am	SANANTONIO TX	(210)	6	1.0 0.029
01/06/05	6:21 pm	SANANTONIO TX	(210)	8	1.0 0.029

Special For: (305) 7

Total - Calls: 4 Length: 6.0 Amount: \$0.174

Switched Outbound Call Detail by Origination Number

Total - Calls: 4 Length: 6.0 Amount: \$0.174

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